

**STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.**

1 Valuation of Security 0 Assumption of Executory Contract or Unexpired Lease 0 Lien Avoidance

Last revised: December 1, 2017

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In Re:

Case No.: 18-12636

Angela M. Londono and  
Gilberto A. Londono

Judge: \_\_\_\_\_

Debtor(s)

**Chapter 13 Plan and Motions**

☐ Original

☒ Modified/Notice Required

Date: 3/26/18

☐ Motions Included

☐ Modified/No Notice Required

**THE DEBTOR HAS FILED FOR RELIEF UNDER  
CHAPTER 13 OF THE BANKRUPTCY CODE**

**YOUR RIGHTS MAY BE AFFECTED**

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☒ DOES ☐ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☐ DOES ☒ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney: PDV

Initial Debtor: AL

Initial Co-Debtor: GL

**Part 1: Payment and Length of Plan**

a. The debtor shall pay \$ 2,130 per Month to the Chapter 13 Trustee, starting on May 1, 2018 for approximately 58 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

- ☒ Future earnings
- ☐ Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

☐ Sale of real property

Description:

Proposed date for completion: \_\_\_\_\_

☐ Refinance of real property:

Description:

Proposed date for completion: \_\_\_\_\_

☐ Loan modification with respect to mortgage encumbering property:

Description:

Proposed date for completion: \_\_\_\_\_

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☒ Other information that may be important relating to the payment and length of plan:

March 1, 2018 Plan payment was \$1,985.00 as of May 1, 2018 Plan payment will increase to \$2,130.00 to address the higher arrears

**Part 2: Adequate Protection** ☒ NONE

a. Adequate protection payments will be made in the amount of \$ \_\_\_\_\_ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to \_\_\_\_\_ (creditor).

b. Adequate protection payments will be made in the amount of \$ \_\_\_\_\_ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: \_\_\_\_\_ (creditor).

**Part 3: Priority Claims (Including Administrative Expenses)**

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
CHAPTER 13 STANDING TRUSTEE	ADMINISTRATIVE	AS ALLOWED BY STATUTE
ATTORNEY FEE BALANCE	ADMINISTRATIVE	BALANCE DUE: \$
DOMESTIC SUPPORT OBLIGATION	N/A	

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:  
Check one:

☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C. 1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
	Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount.		

**Part 4: Secured Claims**

**a. Curing Default and Maintaining Payments on Principal Residence:** ☐ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
SLS	261 E. 16th St. Paterson, NJ	\$97,470.48		\$97,470.48	\$1,691.43

**b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears:** ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

**c. Secured claims excluded from 11 U.S.C. 506:** ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation

**d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☐ NONE**

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this Section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to be Paid
Bayview Loan Servicing	261 E. 16th St., Paterson, NJ	\$52,104.00	\$166,765.00	\$287,957 SLS	0		0

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

**e. Surrender ☒ NONE**

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt

**f. Secured Claims Unaffected by the Plan ☒ NONE**

The following secured claims are unaffected by the Plan:

<b>g. Secured Claims to be Paid in Full Through the Plan:</b> <input checked="" type="checkbox"/> NONE		
Creditor	Collateral	Total Amount to be Paid Through the Plan

<b>Part 5: Unsecured Claims</b> <input type="checkbox"/> NONE								
<p><b>a. Not separately classified</b> allowed non-priority unsecured claims shall be paid:</p> <p><input type="checkbox"/> Not less than \$ _____ to be distributed <i>pro rata</i></p> <p><input type="checkbox"/> Not less than _____ percent</p> <p><input checked="" type="checkbox"/> <i>Pro Rata</i> distribution from any remaining funds</p> <p><b>b. Separately classified unsecured</b> claims shall be treated as follows:</p>								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Creditor</th> <th style="width: 30%;">Basis for Separate Classification</th> <th style="width: 20%;">Treatment</th> <th style="width: 20%;">Amount to be Paid</th> </tr> <tr> <td style="height: 100px;"></td> <td></td> <td></td> <td></td> </tr> </table>	Creditor	Basis for Separate Classification	Treatment	Amount to be Paid				
Creditor	Basis for Separate Classification	Treatment	Amount to be Paid					

<b>Part 6: Executory Contracts and Unexpired Leases</b> <input checked="" type="checkbox"/> NONE				
<p>(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)</p> <p>All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:</p>				
Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment

**Part 7: Motions** ☐ **NONE**

**NOTE:** All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

**a. Motion to Avoid Liens Under 11. U.S.C. Section 522(f).** ☐ **NONE**

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided

**b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured.** ☐ **NONE**

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
Bayview Loan Servicing	261 E. 16th St. Paterson, NJ	\$52,104.00	\$166,765	\$287,957.00	0	\$52,104.00

**c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. ☒ NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured

**Part 8: Other Plan Provisions**

**a. Vesting of Property of the Estate**

- ☒ Upon confirmation  
☐ Upon discharge

**b. Payment Notices**

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

**c. Order of Distribution**

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee commissions
- 2) Secured Claims
- 3) Priority Claims
- 4) General unsecured

**d. Post-Petition Claims**

The Standing Trustee ☐ is, ☒ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.



**Part 9: Modification ☐ NONE**

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: 2/21/18

Explain below **why** the plan is being modified:  
To address SLS Objection

Explain below **how** the plan is being modified:  
Plan payment increase to account for higher arrears and the correct monthly mortgage payment

Are Schedules I and J being filed simultaneously with this Modified Plan? ☒ Yes ☐ No

**Part 10: Non-Standard Provision(s): Signatures Required**

Non-Standard Provisions Requiring Separate Signatures:

☒ NONE

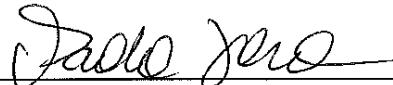
☐ Explain here:

Any non-standard provisions placed elsewhere in this plan are void.

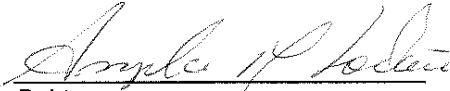
The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Certification.

I certify under penalty of perjury that the plan contains no non-standard provisions other than those set forth in this final paragraph.

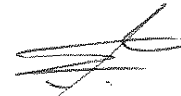
Date: 3/26/18

  
Attorney for the Debtor

Date: 3-26-18

  
Debtor

Date: 3/26/18

  
Joint Debtor

### Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

Date: 3/26/18

Paulo J. M.  
Attorney for the Debtor

I certify under penalty of perjury that the above is true.

Date: 3-26-18

Angela R. Lendino  
Debtor

Date: 3/26/18

[Signature]  
Joint Debtor

**Certificate of Notice Page 11 of 12**  
 United States Bankruptcy Court  
 District of New Jersey

In re:  
 Gilberto A. Londono  
 Angela M. Londono  
 Debtors

Case No. 18-12636-VFP  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0312-2

User: admin  
 Form ID: pdf901

Page 1 of 2  
 Total Noticed: 38

Date Rcvd: Mar 29, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 31, 2018.

db/jdb +Gilberto A. Londono, Angela M. Londono, 261 East 16th Street, Apt. 1,  
 Paterson, NJ 07524-2500  
 517326407 +1st Crd Srvc, 377 Hoes Lane, Piscataway, NJ 08854-4138  
 517326408 #+Bank Of America, Nc4-105-03-14, Po Box 26012, Greensboro, NC 27420-6012  
 517326424 ++CONTINENTAL FINANCE COMPANY LLC, PO BOX 8099, NEWARK DE 19714-8099  
 (address filed with court: Mabt/contfin, 121 Continental Dr Ste 1, Newark, DE 19713)  
 517326410 +Capital One, Attn: General Correspondence/Bankruptcy, Po Box 30285,  
 Salt Lake City, UT 84130-0285  
 517407574 Capital One Bank (USA), N.A., PO Box 71083, Charlotte, NC 28272-1083  
 517326411 +Citifinancia, Attn: Bankruptcy, 605 Munn Dr, Fort Mill, SC 29715-8421  
 517326412 +Comenity Bank/Blair, Attn: Bankruptcy, Po Box 182125, Columbus, OH 43218-2125  
 517326413 +Comenity Bank/kingsi, Po Box 182125, Columbus, OH 43218-2125  
 517326414 +Comenity Capital Bank/HSN, Po Box 182125, Columbus, OH 43218-2125  
 517326415 +Comenity Capital/mprc, Po Box 182120, Columbus, OH 43218-2120  
 517326416 +Comenitybank/venus, Comenity Bank, Po Box 182125, Columbus, OH 43218-2125  
 517326417 +Comenitycapital/mrsota, Comenity Bank, Po Box 182125, Columbus, OH 43218-2125  
 517326418 +Convergent Outsourcing, Inc, Po Box 9004, Renton, WA 98057-9004  
 517356101 +Deutsche Bank National Trust Co. Trustee (See 410), c/o Specialized Loan Servicing LLC,  
 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386  
 517326421 +First National Credit Card/Legacy, First National Credit Card, Po Box 5097,  
 Sioux Falls, SD 57117-5097  
 517326423 Fst Premier, 601 S Minneaoplis Ave, Sioux Falls, SD 57104  
 517326422 Fst Premier, 601 S Minneapolis Ave, Sioux Falls, SD 57104  
 517326427 +Salute/atlanticus, Po Box 105555, Atlanta, GA 30348-5555  
 517326428 +Specialized Loan Servicing/SLS, Attn: Bankruptcy, Po Box 636005, Littleton, CO 80163-6005  
 517326432 +Target, C/O Financial & Retail Srvs, Mailstopn BT POB 9475, Minneapolis, MN 55440-9475  
 517326433 +Tribute/atlanticus, Pob 105555, Atlanta, GA 30348-5555  
 517326435 ++WELLS FARGO BANK NA, WELLS FARGO HOME MORTGAGE AMERICAS SERVICING,  
 ATTN BANKRUPTCY DEPT MAC X7801-014, 3476 STATEVIEW BLVD, FORT MILL SC 29715-7203  
 (address filed with court: Wells Fargo Hm Mortgag, 8480 Stagecoach Cir,  
 Frederick, MD 21701)  
 517326434 +Wells Fargo Bank, Po Box 10438, Macf8235-02f, Des Moines, IA 50306-0438

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
 smg E-mail/Text: usanj.njbankr@usdoj.gov Mar 30 2018 02:40:52 U.S. Attorney, 970 Broad St.,  
 Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534

smg +E-mail/Text: ustpreregion03.ne.ecf@usdoj.gov Mar 30 2018 02:40:49 United States Trustee,  
 Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100,  
 Newark, NJ 07102-5235

cr +E-mail/PDF: gecsedirecoverycorp.com Mar 30 2018 02:42:48  
 Synchrony Bank c/o PRA Receivables Management, LLC, PO BOX 41021, Norfolk, VA 23541-1021

517326409 +E-mail/Text: bkmailbayview@bayviewloanservicing.com Mar 30 2018 02:41:22  
 Bayview Financial Loan, Attn: Customer Service Dept, 4425 Ponce De Leon Blvd, 5th Floor,  
 Miami, FL 33146-1873

517326419 +E-mail/PDF: creditonebknofications@resurgent.com Mar 30 2018 02:43:12 Credit One Bank Na,  
 Po Box 98873, Las Vegas, NV 89193-8873

517326420 +E-mail/Text: bnc-bluestem@quantum3group.com Mar 30 2018 02:41:35 Fingerhut,  
 Bankruptcy Dept, 6250 Ridgewood Rd, Saint Cloud, MN 56303-0820

517326425 +E-mail/Text: bankruptcydpt@mcmcg.com Mar 30 2018 02:40:48 Midland Funding,  
 Attn: Bankruptcy, Po Box 939069, San Diego, CA 92193-9069

517410447 +E-mail/Text: bankruptcydpt@mcmcg.com Mar 30 2018 02:40:48 Midland Funding LLC,  
 PO Box 2011, Warren, MI 48090-2011

517326426 E-mail/PDF: PRA\_BK2\_CASE\_UPDATE@portfoliorecovery.com Mar 30 2018 02:42:51  
 Portfolio Recovery, Po Box 41067, Norfolk, VA 23541

517415509 E-mail/PDF: PRA\_BK2\_CASE\_UPDATE@portfoliorecovery.com Mar 30 2018 03:01:55  
 Portfolio Recovery Associates, LLC, c/o Wal-mart, POB 41067, Norfolk VA 23541

517326886 +E-mail/PDF: gecsedirecoverycorp.com Mar 30 2018 02:42:47 Synchrony Bank,  
 c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021

517326429 +E-mail/PDF: gecsedirecoverycorp.com Mar 30 2018 02:43:23 Synchrony Bank/Lowes,  
 Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060

517326430 +E-mail/PDF: gecsedirecoverycorp.com Mar 30 2018 02:42:47 Synchrony Bank/TJX,  
 Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060

517326431 +E-mail/PDF: gecsedirecoverycorp.com Mar 30 2018 02:43:23 Synchrony Bank/Walmart,  
 Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060

TOTAL: 14

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

District/off: 0312-2

User: admin  
Form ID: pdf901

Page 2 of 2  
Total Noticed: 38

Date Rcvd: Mar 29, 2018

\*\*\*\*\* BYPASSED RECIPIENTS (continued) \*\*\*\*\*

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Mar 31, 2018

Signature: /s/Joseph Speetjens

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### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 28, 2018 at the address(es) listed below:

Denise E. Carlon on behalf of Creditor Deutsche Bank National Trust Company, As Trustee Et  
Al... dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com  
Marie-Ann Greenberg magecf@magtrustee.com  
Paola D. Vera on behalf of Joint Debtor Angela M. Londono pvera@cabanillaslaw.com,  
bankruptcy@cabanillaslaw.com/r64840@notify.bestcase.com  
Paola D. Vera on behalf of Debtor Gilberto A. Londono pvera@cabanillaslaw.com,  
bankruptcy@cabanillaslaw.com/r64840@notify.bestcase.com  
Rebecca Ann Solarz on behalf of Creditor Deutsche Bank National Trust Company, As Trustee Et  
Al... rsolarz@kmlawgroup.com  
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 6